

JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY  
COURT NO. 13

INGERMAN ALDER CREEK APARTMENTS  
Plaintiff Below,  
Appellant

VS

AQUASHA DAVIS  
Defendant Below,  
Appellee

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C.A. No. JP13-22-011921

TRIAL DE NOVO

Submitted: May 24, 2023

Decided: May 24, 2023

**APPEARANCES:**

Ingerman Alder Creek Apartments, Plaintiff, appeared represented by attorney Jillian Pratt, Esq  
Aquasha Davis, Defendant, appeared represented by attorney Anthony Sierzega, Esq

Sean McCormick, Deputy Chief Magistrate  
Peter Burcat, Justice of the Peace  
Rodney Vodery, Justice of the Peace

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6CF14A3J (3/1/19)

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY  
COURT NO. 13**

**CIVIL ACTION NO: JP13-22-011921**

**INGERMAN ALDER CREEK APTS VS AQUASHA DAVIS**

**ORDER ON TRIAL DE NOVO**

The Court has entered a judgment or order in the following form:

On March 21, 2023 a three-judge panel consisting of Deputy Chief Magistrate Sean McCormick and Judges Peter Burcat and Rodney Vodery went forth in the above-captioned matter, in which the Plaintiff was represented by Jillian Pratt, Esq.; the Defendant was represented by Anthony Sierzega, Esq. Plaintiff alleged that the Defendant, Ms. Davis, had violated several clauses of her lease on multiple occasions and therefore sought possession of the unit as a result of the repeated rules violations. The Defense held that, although violations may have occurred, they were cured in a timely fashion and/or did not rise to the level of cause for termination as claimed by the Plaintiff. Pre-trial, the parties stipulated to the six exhibits the Plaintiff intended to submit as evidence – namely, the Lease and associated documents originally entered into on February 1, 2020 (including rules, pet policy, and other federal forms,) a 60-day notice of non-renewal dated October 5, 2022; A notice of breach dated September 29, 2022 claiming that the Defendant left her minor children at home and unattended on September 27, 2022; A second notice of breach also dated September 29, 2022 claiming that the Defendant drove erratically in the complex parking lot; A notice of termination dated October 14, 2022 citing as cause a second instance in which the Defendant allegedly left her minor children unattended on October 4, 2022, and lastly photographs of the Defendant's erratic driving/parking. The stipulation the parties entered into was that all of the listed documents conformed with the requirements of the landlord tenant code in terms of language and notice.

Testimony was taken from Laronda Brooks, the community manager. Through her testimony all of the stipulated that had been stipulated to were entered as evidence. It should be noted that the Defendant, Ms. Davis, was not present for the first half of Ms. Brooks' testimony since Ms. Davis was on the bus not yet having arrived at her residence where she could adequately connect to the zoom call upon which the matter was being heard. Ms. Brooks essentially advised that Ms. Davis was not a very good tenant. She advised that in May of 2022 Davis failed to maintain the gas utility as is required within the lease; a 7-day notice was sent pursuant to 25 Del. C. § 5513 seeking that she have the gas re-

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connected. In June of 2022 a 7-day notice was sent when Davis failed to maintain the electric. Brooks testified that on the morning of August 29, 2022 Davis had driven her car through the parking lot, over the curb, and into an electrical box such that portions of the community were without power. She left the car in place against the electrical box, half in a parking spot and half in the grass beside it. Ms. Brooks testified that Davis' driving had been an issue for some time in that she regularly parked in such a way that multiple parking spots were taken, which is in violation of the rules. A seven-day letter regarding the August incident was sent on September 29, 2022. She testified that on September 27, 2022 a neighbor called the office claiming that Davis' children (aged 4, 9, and 7) were home and unsupervised. Brooks along with a maintenance man responded to find the children outside of the residence jumping on a utility box. It was around the time that school buses drop off children returning from school. The children asked them to let them into the unit. Brooks accompanied them to the residence where the maintenance man allowed them access. It was clear that Davis was not home. Brooks waited until Davis arrived and then contacted counsel to send a notice of violation, which went out the same day. In addition to these violations, a seven-day letter was sent out on October 5, 2022 after Brooks saw a dog chewing the blinds hung in a window within the Defendant's unit. Although pets are allowed, they must be registered. No animal had ever been registered by Davis.

The proverbial straw was broken on October 4, 2022, when Ms. Brooks found the children again unattended. As before, she was contacted – this time by the maintenance man, who found the children outside and alone. He let them into the unit where they and Brooks sat for approximately 15 minutes until Davis returned. Since this was the second such incident in less than 12 months, Ms. Brooks believed pursuant to 25 Del. C. § 5513 cause existed to terminate the lease – resulting in the notice of termination of October 14.

In response to Brooks' testimony, Davis did not openly deny the first incident in which the children were unsupervised. But she said found it difficult to believe that it had occurred, claiming that they should have been in school. She stated that she would not leave them alone; their father was supposed to have been available to babysit, and if no one is present the children had been instructed in the past to go to Davis' cousin's residence, as she also lives in the community. As to the second incident, Davis denied that it occurred. She claimed the children were not unsupervised because she has instructed them to go to her cousin's. As for the temporary loss of utilities, she blamed the way the bill was delivered – claiming that in other places where she had resided all of the utilities came on one bill, not multiple. At any rate, she complied when she was put on notice. Regarding the dog, Davis claimed she had watched it for a friend, and for only one day. She saw no need to register it since it was not



hers. Regarding the erratic driving, Davis advised that she takes medication to help her sleep. She takes the medicine in both the daytime and night-time. On that occasion she advised that she had taken her meds and was in the process of parking her car when she accidentally fell asleep behind the wheel. When she awoke, she accidentally hit the gas pedal instead of the brake causing the vehicle to surge forward over the curb into the electrical box.

The fact that the Defendant frankly admitted to driving while under the influence was of deep concern to the panel and would have constituted grounds rising to the level of irreparable harm had that been pleaded. After all, what if unsupervised children who were waiting for their mother to come home had been jumping on the very utility box when she struck it? The fact that such an occurrence could even be envisioned demonstrates the importance of being present to supervise young children – which, despite her assertions to the contrary, the Panel determined Davis failed to do so on two separate occasions in only a matter of weeks. Her simple denial regarding the second incident where the children were unsupervised and her deflection of blame to the children (who should have known to go to the cousin's residence) simply lacked credibility. As Brooks asserted, Davis is a bad tenant. She seemed a constant source of irritation to management, and no doubt to her neighbors. But it is the fact that during a 12-month period she twice placed her children in peril by not being present to see to them or provide them with supervision that gives the landlord the right to seek possession pursuant to 25 Del. C. § 5513(a)(1) – and in this instance possession is hereby awarded to the Plaintiff, Ingberman Alder Creek Apartments as well as the cost of filing this action.

IT IS SO ORDERED 25th day of May, 2023

/s/ Sean McCormick

SEAN MCCORMICK

DEPUTY CHIEF MAGISTRATE

ON BEHALF OF THREE JUDGE PANEL



Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).

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